

BARCLAY PLAZA

110-20 71ST ROAD APARTMENTS, INC.

110-20 71st ROAD, Forest Hills, NY 11375

PROCEDURE FOR SUBLEASE OF APARTMENTS

TWO YEARS, PER SHAREHOLDER, IS THE MAXIMUM TERM FOR ALL SUBLETS

*****Kindly note that you must own the apartment for three years prior to subletting*****

Prior to submitting this application you must submit to the Board of Directors a written request to sublet, stating the reason subletting would be necessary. You must receive the Board's written approval to sublease the apartment, and enclose the same with your package. Packages submitted without written permission of the Board of Directors will be returned.

THE MONTHLY FEE FOR SUBLETTING IS EQUAL TO ONE-THIRD THE MONTHLY MAINTENANCE, COMMENCING THE FIRST MONTH OF SUBLETTING, EVEN IF THE LEASE COMMENCES AFTER THE FIRST OF THE MONTH, THIS FEE WILL BE BILLED ON THE SHAREHOLDER'S MONTHLY MAINTENANCE STATEMENT. ALL SUBLETS ARE FOR A ONE (1) YEAR TERM.

NO PETS

In order to process the sublease, the Screening Committee of the Board of Directors requires that you submit ONE (1) ORIGINAL SET AND NINE (9) COLLATED COPY SETS must be submitted to John B. Lovett & Associates, Ltd. 109-15 14th Avenue, College Point, NY 11356. Attn: Yajaira V. Crespo, Transfer Department.

Contact information for Yajaira: Email: ycrespo@lovettrealty.com or Direct: 718-559-0246

THE FOLLOWING FEES ARE PAYABLE UPON SUBMISSION OF THE APPLICATION. ONLY CERTIFIED CHECKS, BANK CHECKS OR MONEY ORDERS WILL BE ACCEPTED.

- **A Non-Refundable Processing Fee in the amount of \$350.00.** Please make check payable to John B. Lovett & Associates, Ltd.
- **A Non-Refundable Credit Report Fee in the amount of \$100.00 PER APPLICANT.** Please make check payable to John B. Lovett & Associates, Ltd.
- **A Non-Refundable Criminal Background Fee in the amount of \$200 per applicant/occupant .** Please make the check payable to John B. Lovett & Associates, Ltd. (Please note that everyone over the age of 18 must complete the authorization form).
- **A Refundable Move-out Deposit from the Shareholder in the amount of \$350.00.** Please make check payable to 110-20 71st Road Apartments, Inc.
- **A Non-Refundable Move-out Fee from the Shareholder in the amount of \$150.00.** Please make check payable to 110-20 71st Road Apartments, Inc.
- **A Refundable Move-in Deposit from the Applicant in the amount of \$350.00.** Please make check payable to 110-20 71st Road Apartments, Inc.

- **A Non-Refundable Move-in Fee from the Applicant in the amount of \$150.00.**
Please make check payable to 110-20 71st Road Apartments, Inc.
- **A Refundable Carpet Security Deposit from the Applicant in the amount of \$1000.00.** Please make check payable to 110-20 71st Road Apartments, Inc.

Please Note: Move in/out security deposits are refundable only after the move is complete, the House Rules have been adhered to, and no damage has been done to any part of the building.

When the sublease renewal is due, and once it has been approved by the Board of Directors, the shareholder will be notified in writing by Management. At the time the renewal is submitted, a \$150.00 Sublease Renewal Fee is due and payable to John B. Lovett & Associates

Please note:

- Processing of your application may take up to 3-4 weeks.
 - All applications are date stamped and processed in the order in which received.
 - There is an expedite service available should the parties wish to use the service (see memo for further details).
- Packages must be received in this office **NO LATER THAN** the 10th day of the month in order to be considered for the next month's Board Meeting. Incomplete packages will not be processed.
- Please note that all applicants and occupants age 18 and over must complete the criminal authorization form and provide two reference letters. If employed, an employment letter is required. If enrolled in school, a letter from the school confirming the enrollment status is required. Please note that all applicants and occupants age 18 and over must complete the criminal authorization form and provide two reference letters. If employed, an employment letter is required. If enrolled in school, a letter from the school confirming the enrollment status is required.
- All applicants/occupants ages 18 and over, must sign the building acknowledgement forms.
- All applicants/occupants ages 18 and over, must be present to be interviewed by the Board.
- Full paged bank statements for all accounts listed on the financial condition statement are required.
- Please note that if a submission is made before the tax filing deadline, the most recent W2 issued will be required in addition to the completed tax returns requested within the application.
- For applicants who own real estate, please provide a letter from the Management Office for all properties. In addition, the Real Estate/School Tax invoices are required for all properties. If you are receiving rental income, a copy of an executed lease agreement is required.
- Rental by an Estate, is not allowed.
- If the shareholder or subtenant are being represented by a POA (power of attorney representative), please make sure to include a copy of the POA within the submission along with a full force affidavit if the POA was issued over 12 months ago (please contact your attorney for further details).



John B. Lovett & Associates, Ltd.

REAL ESTATE MANAGEMENT

IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

PROTECTING YOUR PRIVACY

In order to protect your privacy please remove / blackout your social security number from each financial institution document inserted into the application.

- Financial condition (net worth)
- Tax returns
- Personal loans
- Bank statements
 - IRA
 - CD's
 - Savings

The Credit Agency Authorization Form in the application is the only form that requires your Social Security number. ONLY send one (1) Credit Agency Authorization Form to our office with your original application - do not make or send additional copies of the Credit Agency Authorization Form. The Credit Agency Authorization Form containing your Social Security number will be shredded in our office as soon as we submit the information to the Credit Agency and obtain your credit report.

If you have any questions please contact the Management Office.

EXPEDITE AUTHORIZATION FORM

- Please note that all applications are date stamped upon receipt and processed within 3-4 weeks in the order in which they are received.
- There is an option to have the application processed in our office within 72 (business) hours and forwarded to the board.
- The expedite fee is not a mandatory fee, however, should you wish to use this service, the fee is \$250 payable to John B. Lovett & Associates, Ltd. (certified check or money order only).
- Please note that the expedite fee is only to have the application processed by our office within 72 (business) hours of receipt.
- It does not expedite the board's review, nor does it guarantee that the application will be approved.
- The memo must be completed and sent with the submission if this option is selected.

Authorization to Expedite Application

I am aware, as is stated in the Resale and Sublease application agreement; it takes approximately 3 to 4 weeks for the Managing Agent to process, once the application is accepted as complete.

However, I am under a time constraint and I am requesting the Managing Agent expedite the processing of my application. *I am aware the expediting of my application only provides the application will be processed by the Managing Agent within 72 hours of receipt of receiving my completed application, and forwarded to the Board of Directors for consideration.*

I am aware that the expedite fee does not expedite the Board of Directors review of my application, nor does it guarantee approval by the Board of Directors.

Applicants Name _____

Applicants Signature _____

Building _____

Apartment _____

Date _____

IMPORTANT NOTES

Due to the large volume of calls, and applications, received by this office, we kindly ask that you refrain from calling for an update, during the three (3) week processing period. When an update is ready, we will contact your point person, which we recommend should be your Real Estate Broker, or in the absence of a Broker your Attorney. Please advise all parties involved and provide them with the brokers and/or attorney's contact information.

In an effort of fairness, we must process applications on a first come first serve basis.

If you are concerned about the receipt of the package, please use a method of return receipt via USPS, Fed Ex, messenger service or hand delivery, etc.

If there is a problem with the application submitted you will be notified accordingly.

Please be advised that submission of an incomplete package may extend the three week processing period.

After the application is processed and submitted to the Board you will be advised, via telephone, or e-mail, on the next step of the process.

Please provide an e-mail addresses below and advise our office who will be the point person, (main contact). Please be advised that all parties will not be called/emailed, only the main contact.

Brokers: replace your purchase and lease applications every three (3) months to make sure that you have a current one. Submission of old packages will cause delays in the processing. Call our office and updated packages could be e mailed to you.

Please provide your bank/mortgage broker/appraiser with the attached information. Thank you for your cooperation.

110-20 71St Apartments, Inc

**THE BARCLAY PLAZA
SUBLET GUIDELINES**

Adopted: October 23, 1984

Pursuant to Paragraph 15 of the Proprietary Lease, the consent of the Board of Directors or owners of 65% of the shares of the corporation shall be necessary before subletting is permissible.

Paragraph 15 further provides "any consent to subletting may be subject to such conditions as the Directors or lessees may impose. There shall be no limitation on the right of Directors or lessees to grant or withhold consent for any reason or for no reason to a subletting." The following guidelines for subletting has been adopted by the Board:

1. No sublet shall be permissible unless written consent has been obtained in accordance with Section 15 of the Proprietary Lease. Oral statements by any officer, Director or the managing agent shall not be binding upon the corporation.
2. All applications for subletting shall be in writing on forms furnished by the managing agent and shall be accompanied by the proposed sublease, personal and financial references of the proposed sub lessee, the managing agent's processing fee, the cost of a credit or other report required by the Board and any legal fees incurred by the Cooperative Corporation in connection with the sublet application. These fees shall be non-refundable whether or not the sublet is approved.
3. The proposed sublease shall contain a statement that the subtenant has read the proprietary lease, the house rules and these sublet guidelines and will comply with all of the provisions of each of these documents, except the covenant to pay rent and assessments.
4. Subleases shall be on a fully furnished basis and shall not be for a period of less than one year nor more than two years. The provisions of this article shall not apply to a subtenant who was entered into a contract for the purchase of the apartment to be occupied by him and has been approved as a tenant shareholder by the Board of Directors of the corporation provided such subtenant shall become the owner of the shares appurtenant to such apartment on or before the 30th day of June 1985.
5. Subleases shall not be consented to for other than individuals who have sublet the apartment for residential use thereof.
6. The Board shall not consent to any subletting by a subtenant or to any assignment of any lease or sublease.
7. The subletting tenant owner will agree in writing to pay the Cooperative Corporation each month during the term of the sublet an additional fee of 33% of his or her monthly maintenance for said apartment shall be payable.
8. It shall be the responsibility of the tenant shareholder to make these payments and to collect those sums, which are due him from his subtenant.

The Barclay Plaza
Sublet Guidelines

9. If a subletting tenant shareholder has financed the purchase of his or her apartment, the written consent of the lender to the sublease applied for will be required and shall accompany the application submitted.
10. The subletting tenant owner shall agree in a separate document to pay all legal fees incurred by the Cooperative Corporation and any litigation arising out of his sublease and shall, in addition, maintain personal liability insurance for the coverage of at least \$100,000 for the benefit of Cooperative Corporation and the other tenant shareholders in the event of damage caused to any person by the subtenant.
11. The subletting tenant shareholder shall designate an agent in the City of New York, satisfactory to the Board, to receive any notice or legal process on his or her behalf in all matters involving the subletting, his propriety lease or the shares in the building.

These guidelines concerning subletting, the rules and regulations governing the operation of the building and the maintenance charges and assessments payable by tenant shareholders are subject to change from time to time and any consent given hereunder shall be subject to such guidelines, rules and charges as from time to time shall be applicable during the term thereof. Upon the termination of a sublet, it is the stated policy of the Board that no additional consent shall be granted for a period of three years thereafter.

THIS SUBLET GUIDELINES IS SUBJECT TO CHANGE AT ANY TIME

Barclay Plaza
110-20 71st Road
Forest Hills, NY 11375

John B. Lovett & Associates, Ltd.
109-15 14th Avenue
College Point, New York 11356

SUBLEASE APPLICATION FOR COOPERATIVE

Applicant: _____
Applicant _____

Building: _____ Apartment No.: _____
Number of Shares: _____ Monthly Maintenance: _____
Monthly Rent: _____

Real Estate Broker: _____
Company : _____

Address: _____

Telephone: _____

Shareholder's Name: _____

Shareholder's Name: _____

Forwarding Address: _____

Home Telephone: _____ Work Telephone: _____

Anticipated Move-In Date: _____

Applicant: _____
Home Address: _____

Telephone: _____

Length of Occupancy: _____ Rent: _____

Employer's Company Name & Address: _____

Telephone: _____ Supervisor: _____

Salary Per Annum: _____ Commission & Bonus: _____

Applicant: _____
Home Address: _____

Telephone: _____

Length of Occupancy: _____ Rent: _____

Employer's Company Name & Address: _____

Telephone: _____ Supervisor: _____

Salary Per Annum: _____ Commission & Bonus: _____

Name of all persons and relationships who will reside in apartment and, if children, please state age: _____

Name of all residents in the building known by applicant: _____

LANDLORD REFERENCES:

Present Landlord or Agent: _____

Address: _____ Telephone: _____

Previous Landlord or Agent: _____

Address: _____

Address of previous residence and approximate length of occupancy:

FINANCIAL REFERENCES: (Please list **first** the bank, type of account (savings, checking, money market, etc.) and account number with the **most** assets).

- a. **Bank:** _____
Address: _____

Type of Account: _____
Account Number: _____
- b. **Bank:** _____
Address: _____

Type of Account: _____
Account Number: _____
- c. **Bank:** _____
Address: _____

Type of Account: _____
Account Number: _____
- d. **Bank:** _____
Address: _____

Type of Account: _____
Account Number: _____
- e. **Bank:** _____
Address: _____

Type of Account: _____
Account Number: _____
- f. **Certified Public Accountant, if any:** _____
Address: _____

- g. **For information regarding source(s) of income, contact:** _____

BUSINESS PROFESSIONAL REFERENCES:

1. Name & Address: _____

2. Name & Address: _____

3. Name & Address: _____

4. Name & Address: _____

SPECIAL REMARKS:

Please give any additional information which may be pertinent or helpful:

The undersigned hereby affirms that the information contained in this application is true and accurate to the best of her knowledge and belief.

Signature of Applicant: _____

Signature of Applicant: _____

**INSERT
TAX RETURNS FOR LAST (2) YEARS
& W-2 FORMS.**

FINANCIAL CONDITION (NET WORTH)

(Please substantiate all information listed with copies of bank books, latest bank statements, brokerage statements, etc. which include applicants name, address and Social Security Number.)

STATEMENT OF FINANCIAL CONDITION

Please note that all information listed here should have documentation

Name: _____

Address: _____

For the purpose of procuring credit from the above named company, or its assigns, the following is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____, 20__

FILL ALL BLANKS, WRITING "NO" OR "NONE" WHERE NECESSARY TO COMPLETE INFORMATION

ASSETS

Cash in Banks: _____

Savings & Loan Shares: _____

Earnest Money Deposited: _____

Investments: Stocks & Bonds: _____
(see schedule)

Investment in own Business: _____

Real Estate owned (see schedule)

Automobiles: (Year & Make)

Personal property & Furniture: _____

Life Insurance:

Cash Surrender Value: _____

Other Assets – itemize: _____

Total Assets: _____

LIABILITIES

Notes Payable:

To Banks: _____

To Relatives: _____

To Others: _____

Installment Accts Payable:

Automobile: _____

Other: _____

Other Accounts Payable: _____

Mortgages Payable on Real Estate:

(see schedule) _____

Unpaid Real Estate taxes: _____

Unpaid Income taxes: _____

Chattel Mortgages: _____

Loans on Life Insurance Policies:

(Include Premium Advance):

Other debts – itemize: _____

Total Liabilities: _____

Net Worth: _____

APPLICANT & CO-APPLICANT SOURCE OF INCOME

Base Salary: _____

S/E Income: _____

Bonus & Commissions: _____

Dividends & Interest Income: _____

Real Estate Income (Net): _____

Co-Applicant Income (specify): _____

Other Income – itemize: _____

Total Annual Income: _____

CONTINGENT LIABILITIES

As Endorser or Co-maker on Notes: _____ Personal Bank Accounts carried at: _____
 Alimony Payments (Annual): _____
 Are you a defendant in any legal action?: _____ Savings & Loan Account at: _____
 Are there any unsatisfied judgments?: _____
 Have you ever taken bankruptcy?: _____ Purpose of Loan: _____
 Explain: _____

GENERAL INFORMATION**SCHEDULE OF STOCKS AND BONDS**

<u>Amount or No. Shares</u>	<u>Description</u>	<u>Marketable Actual Market Value</u>	<u>Non-Marketable (Unlisted Securities) Estimated Worth</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SCHEDULE OF CASH IN BANKS AND BROKERAGE

<u>Location</u>	<u>Account</u>	<u>Balance</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SCHEDULE OF REAL ESTATE

<u>Description & Location</u>	<u>Cost</u>	<u>Actual Market Value</u>	<u>Mortgage</u>	
			<u>Amount</u>	<u>Maturity</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE OF NOTES PAYABLE

Specify any assets pledged as collateral, indicating the liabilities, which they secure:

<u>To Whom Payable</u>	<u>Date</u>	<u>Amt</u>	<u>Due</u>	<u>Interest</u>	<u>Assets Pledged as Security</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that same is a full and correct exhibit of my/our financial condition.

Date: _____ Signature of Applicant: _____

Signature of Co-Applicant: _____

**INSERT
SUBSTANTIATING DOCUMENTATION
SUCH AS, BANK STATEMENT, IRA, CD,
SAVINGS, AND ANY OTHER
ASSETS
HERE**

**INSERT A LANDLORD REFERENCE LETTER
HERE**

*****It must confirm occupancy, length of
occupancy and confirm the payment history
for one year*****

AUTHORIZATION FOR CREDIT AGENCY and CRIMINAL BACKGROUND CHECK

CREDIT AGENCY AUTHORIZATION

AUTHORIZATION TO OBTAIN A CREDIT REPORT

IN ORDER TO COMPLY WITH THE PROVISIONS OF 15 U.S.C. SECTION 1681(d) OF THE FEDERAL FAIR CREDIT REPORTING ACT, I (WE) AUTHORIZE YOU TO RETAIN NEED TO KNOW CREDIT REPORTING, WHICH AGENCY MAY OBTAIN, PREPARE AND FURNISH AN INVESTIGATIVE CONSUMER REPORT INCLUDING INFORMATION ON MY (OUR) CHARACTER AND GENERAL REPUTATION, PERSONAL CHARACTERISTICS AND MODE OF LIVING, WHICHEVER ARE APPLICABLE, AS WELL AS INFORMATION REGARDING EMPLOYMENT, CREDIT AND CURRENT FINANCIAL POSITION.

IF THIS IS A LEASE APPLICATION, I (WE) FURTHER AUTHORIZE JOHN B. LOVETT & ASSOCIATES, LTD., AT ITS DISCRETION, TO MAKE A COPY OF SUCH CREDIT REPORT AVAILABLE TO THE OWNER OF THE UNIT WHICH I (WE) PROPOSE TO LEASE.

IN ADDITION, WITHIN A REASONABLE PERIOD OF TIME, UPON WRITTEN REQUEST TO JOHN B. LOVETT & ASSOCIATES, LTD., I (WE) MAY OBTAIN A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE INVESTIGATION REQUESTED.

Lessee (Print): _____

Social Security #: _____

Address: _____

Lessee Signature: _____

Lessee (Print): _____

Social Security #: _____

Address: _____

Lessee Signature : _____

Date: _____

**RELEASE OF INFORMATION AUTHORIZATION
AUTHORIZATION TO OBTAIN A CRIMINAL REPORT**

I hereby authorize any individual, company or institution to release to John B. Lovett & Associates, Ltd., and/or its representative any and all information that they have concerning any criminal activity.

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage whatsoever incurred in furnishing such information.

Print Name: _____ Date of Birth _____

Address: _____

Sex: Male ☐ Female ☐

City/State/Zip: _____

Social Security Number: _____

Signature: _____

Print Name: _____ Date of Birth _____

Address: _____

Sex: Male _____ Female _____

City/State/Zip: _____

Social Security Number: _____

Signature: _____

----- (FOR
OFFICE USE ONLY)

PLEASE RETURN TO:

JOHN B. LOVETT & ASSOCIATES

ATTN: YAJAIRA V. CRESPO

FAX 718 445-9704

BUILDING REFERENCE: Barclay/Apt# _____

INSERT
STANDARD APARTMENT
SUBLEASE AGREEMENT FORM
HERE

Sublease Agreement

Page 1 of 3

Date of the Sublease: _____, 20____

Parties to
this Sublease: Overtenant:
 Address for Notices:

You, the Undertenant:
Address for Notices:

If there are more than one Overtenant or Undertenant
the words "Overtenant" and "Undertenant" used in this Sublease
include them.

Information for Landlord: 110-20 71st Avenue Apartments, Inc.
Over-Lease: Address for c/o John B. Lovett and Associates, Ltd.
 Notices: 109-15 14th Avenue, College Point, N.Y. 11356

Date of Over-Lease _____ 20____

Term: _____ years

From _____ 20____ to _____ 20____

A copy of the Over-Lease is attached for an important part of the sublease.

Term: One year consisting of 12 consecutive months
 Beginning _____ 20____ ending _____ 20____

Premises Rented: Apartment _____

At: _____

Use of Premises: The premises may be used for Residential purposes only.

Persons in The Undertenant hereby specifically represents that the named Undertenant
Occupancy: herein above shall be the only person in occupancy of the premises except for
 _____, whose relationship to
the Undertenant is _____, and
 _____, whose relationship
to the Undertenant is _____.

The Undertenant hereby specifically agrees that no other persons shall be in
occupancy with the above stated, In the event the Undertenant desires to add other
persons as occupants with the Undertenant during the term of this Sub-Lease, it is
specifically agreed that the Undertenant shall give notice in writing to the Overtenant
and to the Landlord, the name of the other persons proposed for such occupancy and
their relationship to the Undertenant. It is further Hereby specifically agreed that such
other persons shall not become occupants pursuant to the terms of this Sublease until
such time as they are approved in writing by the Overtenant and by the Landlord,
which approval shall not be unreasonably withheld.

Rent:	The yearly rent is \$_____. You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of \$_____. Payments shall be paid in advance on the first day of each month during the term.
Security:	The security for the Undertenant's performance is \$_____. Overtenant states that Overtenant received it.
Agreement to Lease and Pay Rent:	Overtenant sublets the premises to you, the Undertenant for the term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to do everything required of you in the Sublease.
Notices:	All notices in the Sublease shall be sent by certified mail, return receipt requested.
Subject to:	The sublease is subject to the Over lease. It is also subject to any agreement to which the Overlease is subject. You, the Undertenant, state that you have read and initialed the Overlease and will not violate it in any way. You, the Undertenant, will not breach any of the terms, conditions, restrictions or covenants contained in the Overlease, the By Laws, the House Rules and Regulations and any related documents.
Over tenants Duties:	The Overlease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Overlease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.
Consent:	If the Landlord's consent to the Sublease is required, this consent must be received prior to the commencement of the Sublease. If the Landlord's consent is not received, the Sublease will be void and in such event, all parties are automatically released.
Possession:	Possessions shall in no event commence until Landlord's consent is received.
Adopting the Over-Lease Exceptions:	The provisions of the Over Lease are part of this Sublease. All the and Exceptions of the Overlease are part of this Sublease. All the provision of the Overlease applying to the Overtenant are binding on you, the Undertenant.
Authority:	You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Overlease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant, subject to paragraph 32 of the Over Lease.
Successors:	Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant, Examples are an assign, heir or a legal representative such as an executor of your will or administrator of your estate.
House Rules and Regulations:	The Undertenant agrees to comply with the By Laws and the House Rules and Regulations of the Cooperative.
Move-In/Move-Out Security Agreement and Service Agreement	The Move-In/Move-Out Security Deposit Agreement is attached hereto made a part hereof and is labeled Exhibit V.

Responsibility
of Overtenant
For Actions of

The Overtenant shall be liable and responsible for any fines, damages, costs and expenses (including reasonable attorney's fees) incurred or paid as a **Undertenant result of or in connection with any violation of the By Laws of the Corporation and the House Rules and Regulations of the Corporation by the Undertenant.**

Default:

The Undertenant shall be considered as being in default of the Sublease Agreement if he fails to carry out any of the provisions of this Sublease Agreement,. In such event, he will be subject to removal from the premises upon demand by the Overtenant or Landlord.

The members of the Board of Directors of the Landlord shall have the power to terminate the Lease Agreement and to bring summary proceedings to evict the Undertenant, in the name of the Overtenant there under in the event of a default by the Undertenant in the performance of its obligations under this Sublease Agreement.

Assignment:

This Sublease may not be transferred or assigned.

Changes:

This Sublease can be changed only by an agreement in writing signed by the parties of the Sublease and subject to the Landlord's written consent.

Landlord not
Party to the
Sublease:

Nothing herein contained shall be construed to make the Landlord a party to this Sublease and the Landlord shall not have liability with respect to this Sublease.

Signatures:

OVERTENANT:

You, The UNDERTENANT:

Witness:

RIDER TO SUBLEASE AGREEMENT
110-20 71st ROAD APARTMENT, INC.
110-20 71ST ROAD
FOREST HILLS, NY 11375

Whenever the Overtenant (shareholder) is more than thirty (30) days in arrears in monthly maintenance charges, the cooperative corporation (co-op) shall, have the right to collect the rent payable by the Undertenant (subtenant) in the apartment until such arrears are paid in full, including maintenance, late fees, legal and other costs per the Proprietary Lease. In the event the rent collected exceeds the arrears due, the Co-op shall remit the excess to the shareholder. Any payments made to the Co-op shall be credited to the subtenant as if made to the shareholder, and there shall be no breach of the sublease on account of said payments.

Any behavior, which violated the terms of Proprietary Lease or the House Rules, such as excessive noise, guests, or inappropriate or obnoxious behavior, which becomes or proves a threat to the quiet enjoyment of the building, shall be grounds for terminating the sublease.

If the forgoing meets with your understanding, please sign where indicated below.

AGREED AND ACCEPTED:

Overtenant (Shareholder)

Undertenant (Subtenant)

**LETTER FROM EMPLOYER
STATING EMPLOYMENT PERIOD
& CURRENT SALARY
& COPY OF PAY STUBS
HERE**

**INSERT (2) PERSONAL AND (2)
BUSINESS REFERENCES FROM
NON-RELATIVES WHO HAVE
KNOWN THE APPLICANT FOR AT
LEAST (5) YEARS.**

MOVE IN / MOVE OUT SECURITY DEPOSIT FORM

MOVE-IN / MOVE-OUT AGREEMENT

BARCLAY PLAZA
110-20 71ST ROAD APARTMENTS, INC.
John B. Lovett & Associates, Ltd., Managing Agent
109-15 14th Avenue
College Point, New York 11356
718-445-9500

The undersigned hereby agree to comply with the provisions of the Rules and Regulations of 110-20 71st Road Apartments, Inc., in the delivery (Move-In) or the removal (Move-Out) of furniture, furnishings, appliances, and personal property from the apartment identified below. In addition, the undersigned agrees to the following policy and procedures established by the Board of Directors:

1. For a **Move-In**: A prospective purchaser or subtenant of an apartment must pay the following fee at the time that he or she submits a purchase or sublease application to the Managing Agent:
 - a. By certified check, bank check, or money order, the amount of **One Hundred Fifty Dollars (\$150.00)**, payable to 110-20 71st Road Apartment Inc., as a **non-refundable move in fee**.
 - b. By certified check, bank, check or money order, the amount of **Three Hundred Fifty Dollars (\$350.00)**, payable to 110-20 71st Road Apartment Inc, as a Security Deposit/Carpet Deposit, which shall be refunded to the under signed, subject to the condition as hereafter provided.
2. For a **Move-Out**: A shareholder who is the prospective seller or sublessor of an apartment must pay the following fee before the Board will conduct its interview for the sale or sublease of an apartment:
 - a. By certified check, bank check, or money order, the amount of **One Hundred Fifty dollars (\$150.00)**, payable to 110-20 71st Road Apartment Inc, as a non-refundable move out fee.
 - b. By certified check, bank check, or money order, the amount of **Three Hundred Fifty Dollars (\$350.00)**, payable to 110-20 71st Road Apartment Inc., as a refundable move out security deposit, which shall be refunded after final inspection by the Superintendent that no damage has occurred during the move.
3. The date of the Move-In to, or Move-Out from, the apartment **must** be scheduled with the Superintendent one week in advance. **Moving in or out of the building must be done on weekdays (Monday through Friday) ONLY between the hours of 9:00 a.m. and 4:30 p.m.**
4. **ALL MOVES MUST BE COMPLETED BY 4:30 P.M. NO EXCEPTIONS WILL BE MADE. IF A MOVE WILL BEGIN TOO LATE TO BE COMPLETED BEFORE 4:30 P.M., THE SUPERINTENDENT AND DOORMEN WILL REFUSE PERMISSION FOR THE MOVE TO BEGIN THAT DAY.**
5. The full amount of the Security Deposit shall be forfeited if a party moving in or out:
 - a. Fails to schedule the Move-In or Move-Out of property with the Superintendent's Office;
 - b. Arranges for the delivery or removal of property from the apartment at other than at the time scheduled; or
 - c. Fails to have the Approval-Inspection letter signed by the Superintendent on the scheduled day of Move-In/Move-Out, or fails to return such signed Approval-Inspection letter to the Management Office at 109-15 14th Avenue, College Point, New York 11356.
6. Any carrier engaged for the delivery or removal of property must be advised to comply with the instructions of the Building Staff who are monitoring and supervising the Move-In or Move-Out.
7. **A Certificate of Insurance from the moving company for Workmen's Compensation and Public Liability Insurance in the amount of \$500,000 property damage and \$500,000/\$1,000,000 bodily injury must be provided to the Managing Agent before the move.**

The certificate must name 110-20 71ST ROAD APARTMENTS, INC. and JOHN B. LOVETT & ASSOCIATES, LTD. as Additional Insured. If an undersigned is performing the move without a moving company, then he or she must provide to the Managing Agent a copy of his or her Homeowner's Insurance Policy.

8. The undersigned shall be responsible for damages caused to the common areas of 110-20 71st Road Apartments, Inc. during the Move-In or Move-Out.
9. The cost for repairs and replacements for damages to the common areas (including all items therein) caused by and during the Move-In or Move-Out shall be **deducted** from the amount of the Security Deposit. The amount of the cost for any repairs and replacements resulting from the damages attributed to the Move-In or Move-Out from the apartment shall be at the sole and final determination of the Managing Agent. That amount shall be based upon prevailing costs for similar repairs and replacements, or upon an estimate of the loss in function or appearance of the common area, in instances where a repair or replacement is not practical. The undersigned shall be fully liable as well for any damages that exceed the amount of the Security Deposit, and promises to pay to 110-20 71st Road Apartments, Inc. any such additional amount.
10. The amount of the Security Deposit, less any deductions, shall be refunded to the undersigned within 30 days' after the Managing Agent's receipt of the Superintendent's Approval-Inspection Letter. The amount due or payable to the undersigned from the security deposit may not be assigned to another party.

AGREED:

Name of Shareholder:_____ Apt. No.:_____

Signature of Shareholder:_____ Date:_____

Name of Purchaser/Subtenant:_____ Date:_____

Signature of Purchaser/Subtenant:_____

Forwarding Address for return of **Move-Out Deposit** (Please print name and address clearly):

PET RIDER

PET RIDER TO PURCHASE APPLICATION

110-20 71st Road Apartments, Inc.
John B. Lovett & Associates, Ltd., Managing Agent
109-15 14th Avenue
College Point, New York 11356
718-445-9500

I (we) acknowledge herewith my (our) understanding of the House Rules that pets are not permitted in residence at 110-20 71st Road, Forest Hills, NY.

I (we) further acknowledge that I (we) do not have a pet and will not harbor a pet in any part of 110-20 71st Road, Forest Hills, NY, for any period of time.

I (we) understand and agree that if I (we) violate this provision of the House Rules, I (we) will be subject to legal sanctions and further understand and agree that I (we) will be responsible for any and all legal costs incurred by the Cooperative during the enforcement of this rule.

Applicant's Signature

Date

Applicant's Name – Print

Co- Applicant's Signature

Date

Co-Applicant's Name – Print

ACKNOWLEDGMENT OF HOUSE RULES

ACKNOWLEDGMENT OF HOUSE RULES

John B. Lovett & Associates, Ltd.
109-15 14th Avenue
College Point, New York 11356
718-445-9500

110-20 71st Road Apartments Inc.
110-20 71st Road
Forest Hills, New York 11375

By signing below, I (we) acknowledge receipt of the 110-20 71st Road Apartments Inc. House Rules and will abide by them.

Apt. No.: _____

Name of Applicant(s): _____

Signature of Applicant(s): _____

Date: _____

LEAD DISCLOSURE STATEMENTS

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead Poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

_____ a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

() Known lead-based paint and/or lead-based hazards are present in the housing

(explain): _____

() Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ b) Records and reports available to the seller (check one below):

() Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

() Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgments (initial)

_____ c) Purchaser has received copies of all information listed above.

_____ d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

_____ e) Purchaser has (check one below):

() Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

_____ () Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

_____ **(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.**

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller: _____ Date: _____ Seller: _____ Date: _____

Agent: _____ Date: _____ Agent: _____ Date: _____

Purchaser: _____ Date: _____ Purchaser: _____ Date: _____

WINDOW GUARD QUESTIONNAIRE

WINDOW GUARD QUESTIONNAIRE

LEASE NOTICE TO TENANT

WINDOW GUARDS REQUIRED

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment if you ask him to install window guards at any time (you need to give a reason),

OR

If a child 10 years of age or younger lives in your apartment.

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

Check One:

_____ Children 10 years of age or younger live in my apartment

_____ No Children 10 years of age or younger live in my apartment

_____ I want window guards even though I have no children 10 years of age or younger

Tenant: _____

Tenant's Signature: _____ Date: _____

Tenant's Address: _____

Return this form to:

Owner Manager: John B. Lovett & Associates, Ltd.
109-15 14th Avenue
College Point, New York 11356

For further information call: Window Falls Prevention 212-676-2158

CARPET DEPOSIT AGREEMENT

CARPET DEPOSIT AGREEMENT

BARCLAY PLAZA
110-20 71ST ROAD APARTMENTS, INC.
John B. Lovett & Associates, Ltd., Managing Agent
109-15 14th Avenue
College Point, New York 11356
718-445-9500

In consideration of the Board of Directors considering the application being submitted by prospective purchasers and in the event that prospective purchasers are approved by the Board of Directors as purchasers, in further consideration therefore, the undersigned hereby agree to comply with the provisions of the Rules and Regulations of 110-20 71st Road Apartments, Inc., regarding the carpeting requirements. In addition, the undersigned agrees to the following policy and procedures established by the Board of Directors:

A prospective purchaser of an apartment must pay the following deposit at the time that he or she submits a purchase or application to the Managing Agent:

By certified check, bank, check or money order, the amount of **One Thousand Dollars (\$1000.00)**, payable to 110-20 71st Road Apartment Inc, as a Security Deposit/Carpet Deposit, which shall be refunded to the undersigned, subject to the conditions as hereafter provided.

- 1. Within ninety (90) days of closing of title to the subject apartment, the floors of the subject apartment must be covered with rugs or carpeting or equally effective noise-reducing material with synthetic padding to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, closets and foyers. The purchaser shall be responsible for arranging for an inspection of the subject apartment by the superintendent to confirm compliance.**
2. The full amount of the Security Deposit shall be forfeited for failure to comply with the above within ninety (90) days of closing title to the subject apartment.
3. In addition to the forfeiture of the Security Deposit, the apartment corporation reserves the right to declare a default under the proprietary lease for the apartment and to seek the purchaser's eviction therefrom.
4. The amount of the Security Deposit, less any deductions, shall be refunded to the undersigned within 30 days' after the Managing Agent's receipt of the Superintendent's Approval-Inspection Letter. The amount due or payable to the undersigned from the security deposit may not be assigned to another party.
5. In the event that the prospective purchaser is not approved by the Board of Directors, the Security Deposit shall be returned in full within thirty (30) days after disapproval.

AGREED:

Name of Tenant(s): _____

Date: _____

Signature of Tenant: _____

Apartment _____

Signature of Tenant: _____

INTRODUCTION

The information contained in these house rules is intended to provide important and helpful information to Barclay Plaza (110-20 71st Road Apartments, Inc.) shareholders and residents. As Cooperative shareholders and residents, you have certain rights and responsibilities. These house rules will provide you with information and rules of conduct, which were developed to ensure harmonious Cooperative living for all our residents. The policies and procedures contained in these house rules have been developed by the Barclay Plaza Board of Directors and may be revised periodically at the discretion of the Board. It is important for all shareholders and residents to familiarize themselves with the rules contained in this document. We ask your cooperation in following these rules, as they are intended to ensure a high quality of life for all our residents, in addition to maintaining our beautiful building and grounds.

A. ENTRANCES, LOBBY, ELEVATORS AND OTHER PUBLIC SPACES

1. The entrances, passages, lobby, elevators, vestibules, corridors, public halls and stairways of the building shall not be obstructed or used for any purpose other than entering and exiting the areas of the building.
2. The lobby shall not be used as a waiting room for any patients or clients of either any professional office or residential apartment where an apartment is being used as an ancillary home office.
3. Loitering in the lobby, in front of the main entrance, in the hallways, or in the basement is prohibited.
4. The entrance, vestibule and lobby shall not be cluttered or impeded with baggage or other personal belongings, and shall be kept free of such articles except for a brief period when loading or unloading vehicles.
5. Residents and guests are not permitted to loiter or congregate in the vicinity of the doorman's desk, in the lobby, vestibule, or directly outside the entrance of the building beyond a reasonable amount of time.
6. Sitting or standing on the retaining wall in front of the building is prohibited.
7. The lobby furnishings must be used with extreme care to avoid damaging property. Resting one's feet or heavy objects on the tables, lobby benches, or chairs is prohibited.
8. Residents must be fully clothed and wear appropriate footwear in the public areas at all times.
9. Smoking is not permitted in any interior or exterior public space including hallways, elevators, stairwells, basement, laundry room, garage, and roof. Smoking is not permitted

within fifteen feet of the building's entranceway. Residents are obligated to inform their visitors and guests of this rule.

10. Bicycles, mopeds, segways, scooters, carts, baby carriages, or other similar vehicles must be taken into and out of the building through the basement. They shall not be allowed to pass through the lobby or to stand in the lobby, public areas or hallways.

11. For the safety of all residents, any hoverboard or similar mobility device must be UL-certified to be allowed in the building.

12. Entrances, public halls, lobby, elevators, landscaped garden areas, stairwells, laundry room and basement areas are not to be used as exercise or play areas by either adults or children. No children shall be permitted upon the roof or terraces of the building unless accompanied by a responsible adult.

13. Signs, notices, advertisements or illuminations shall not be displayed on or within any window or other part of any apartment, or anywhere in or on the building, except upon prior written approval by the Board of Directors. With the exception of window air conditioners nothing can be projected from any window of any apartment. Religious holiday window decorations are exempt.

14. No article shall be placed in the halls, such as shoes, boots, umbrellas, umbrella stands, doormats, furniture, etc., nor shall anything be hung or shaken from the doors, windows, terraces or balconies of the building.

15. No radio, television antennas or other aerial satellite dishes, dish, or similar device shall be attached to or hung from the exterior of the building. Those items may not be placed anywhere else on the roof or terraces without the prior written consent of the Board of Directors. If such consent shall be given, the Board of Directors shall have the right to impose conditions concerning the placement. Residents are not permitted to run wires outside the building or in the common areas.

16. Major appliances, furniture, heavy luggage, and other large items may only be brought in and out of the building through the service entrance. The delivery of major appliances, furniture, and other large items is limited to weekdays between 9:00 AM and 4:00 PM and must be scheduled in advance with the building superintendent. All delivery companies must have workers compensation coverage and general liability insurance in limits of at least one million and no/100 (\$1,000,000.00) Dollars.

17. The use of the elevators for moving in or out of your apartment or any other type of moving must be scheduled with the superintendent. Scheduling must occur at least 48 hours in advance of a move so that protective coverings may be placed on the walls and floors of the elevator. There may be only one move on each side of the building on any given day.

18. No litter, rubbish, or waste may be left in the elevators or other public areas in the building.

19. Residents are responsible for any spills that they or their visitors may cause. Residents are cautioned not to spill detergent, bleach or cleaners on carpeting as such spills may cause damage. In the event of a spill a resident should immediately contact the doorman, porter or superintendent so they can coordinate appropriate cleaning.

20. Eating and drinking in the entrances, lobby, elevators, vestibules, corridors, public halls, laundry room and stairways of the building is strictly prohibited.

B. FLOOR COVERINGS AND NOISE DISTURBANCES

1. Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting, with either 24 oz. or greater synthetic padding or 8 lb. rebond padding or equally effective noise reducing material, (subject to Board of Director's review) to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, closets and foyers.

2. Residents may not make or allow any disturbing noises in the building, or do, or permit anything to be done that will interfere with the rights, comfort, or conveniences of other residents.

3. No resident or guest is permitted to operate an audio sound system, a radio, or television, or any other sound devices between the hours of 10:00 PM and the following 9:00 AM at a level that can be heard in neighboring apartments or common areas.

4. No resident or guest is permitted to play or operate any musical instrument in any apartment between the hours of 10:00 PM and 9:00 AM. At other times, no resident or guest may play or operate any musical instrument in a manner disturbing to neighbors.

5. No resident or guest shall give vocal or instrumental instruction at any time.

6. Residents are urged not to allow their apartment door or any stairwell door to slam shut. Residents are requested to close doors with a minimum of noise out of respect for their neighbors.

7. For the safety of all residents, running in the hallways is strictly prohibited.

8. The use of exercise equipment or exercising that causes vibrations or excessive noise is strictly prohibited.

C. SANITATION AND RECYCLING

C1. General Information

1. Each resident shall keep his or her apartment and any other space in the building rented by or licensed to the resident in a good state of preservation and cleanliness, and shall not sweep or throw, from the doors, windows, terraces or balconies, any dirt, cigarettes or cigar stubs, refuse or other similar substances. Pigeons or other birds or animals shall not be fed from any part of the building, including the windows, windowsills, roof, terraces, balconies, and public portions of the building or surrounding areas. Residents are prohibited from maintaining bird feeders on windowsills, balconies or the roof.
2. Residents shall be responsible for all dirt and garbage created by any employee, contractor or tradesperson serving them and shall see to it that such agents leave the premises in an orderly and clean condition at the close of each day's work.
3. No resident shall permit excessive odors from cooking, cleaning, incense or from other activities to escape into the common areas of the building. All apartments must have proper ventilation such as open windows in order to prevent such odors from annoying nearby residents.

C2. Compactor Rooms

1. Garbage and refuse from the apartments shall be disposed in accordance with law or in such manner as the superintendent or Managing Agent of the building from time to time directs.
2. All garbage must be wrapped in leak-proof bags, tightly tied and placed in the chute in the compactor room located on each floor. Residents are reminded to keep the packages small enough to fit in the chute, and as a courtesy to your neighbors to push the packages all the way in. Please do not allow young children to discard trash or recyclables. Please ensure that items do not leak or drip onto carpeting en route to the compactor room.
3. As a courtesy to your neighbors as well as for safety reasons, do not overstuff the compactor room with items left for disposal. Large or numerous items should be brought to the basement and placed in the area as designated by the superintendent for such purpose.
4. No paper, garbage or refuse shall be left on the floor of the compactor rooms. Delivery boxes or large items should be brought to the basement and placed in the appropriate area designated for such purpose.
5. All materials to be recycled should be placed in the appropriately marked bins located in the compactor rooms. Additionally, all bottles, jugs, and cans must be rinsed out before

placing them in the recycling containers. Newspapers and other recyclable paper should be neatly stacked on the shelf.

6. The following items are not to be placed in the chute: any flammable items, batteries, paper, newspapers, books, magazines, hangers, glass bottles, aluminum cans, plastic bottles, aerosol cans, electronics, sharp objects and any other items on the New York recyclables list.

7. To avoid the distribution of pine needles, Christmas trees must be fully wrapped and then placed in the basement for disposal.

8. All buildings in New York City are mandated to have a recycling program. Residents are urged to help in the recycling program to reduce New York City's waste and landfills as well as to avoid fines that might be imposed upon the Cooperative Corporation. The recycling rules change from time to time. Please check the bulletin boards and inside the compactor rooms for updated recycling procedures. The Board of Directors may bill shareholders as additional rent (maintenance) for any fines that the Cooperative receives on account of the failure of a shareholder or a resident to properly recycle.

9. Residents should not throw paper towels, sanitary napkins, diapers, wipes, or other such items down their toilets. This includes diapers, wipes and other items marked "disposable" or "flushable," which are still harmful to the Barclay Plaza plumbing system.

10. Cooking oils or grease, these should be not be poured down drains. Rather, they should be poured into leak-proof containers, and the containers should be placed in the sink in the compactor room for the porters to retrieve and dispose of properly.

D. SECURITY

D1. General Information

1. The primary concern is to ensure the safety and security of residents of the building. Security cameras have been installed with monitors located at the doorman's station. However as the doorman has additional job functions, it cannot be assumed that the doorman is looking at the security video at all times. Residents are primarily responsible for their safety.

2. Do not engage the doorman in lengthy conversations as this compromises his/her ability to monitor the cameras.

3. The garage is equipped with a security door that will close completely after a car has passed through. Therefore, when entering or exiting the garage, wait for the garage door to close before reactivating the door. For security and safety reasons no one should use the garage entry to walk through.

4. For added security, there is camera surveillance system and a two-way intercom system in the garage and in the laundry room, which are connected to the doorman's post.

5. Make sure the doors to the bicycle room, storage room and doors leading from the basement into the garage securely close behind you. If you temporarily use a doorstep when loading or unloading, please make sure the door is closed as soon as you are done. In such event you should be aware of anyone trying to enter the building.

6. All visitors and delivery people must be announced by name, and no one is to be permitted beyond the doorman's station without resident approval unless the doorman has been notified. If a resident anticipates more than ten (10) guests, he may furnish the doorman in advance with a list of their names to provide admittance, on such occasion only, without the necessity of announcement.

7. Every non-resident entering the building must sign the guest book.

8. All delivery persons must be announced. For the safety of the residents, residents shall not allow unknown persons into the building through either the service or garage entrances. This rule also applies to deliveries from companies such as "Fresh Direct" and "Peapod." These delivery persons must sign in with the doorman first.

9. The service entrances are locked at all times. With the exception of food, laundry and prescription deliveries, the superintendent or the doormen must be notified in advance of all expected deliveries. The service entrances are to be used for the moving of furniture, appliances and construction supplies.

10. Canvassing, soliciting or peddling in the building is prohibited. No advertising matter may be placed in the mailboxes except that which is delivered by the United States Postal Service. No circulars or other soliciting material shall be placed under or near any resident's entrance door. No resident shall distribute materials under any doors to any other residents. Each resident is requested to report promptly any violations of this rule to the superintendent or the Managing Agent.

11. The doors leading to the roof are locked at all times and fitted with an alarm system that rings when the doors are opened. Access to the roof is prohibited except in emergencies.

D2. Open Houses

1. In an effort to keep the building secure, street signs announcing Open Houses are prohibited.

2. All Open Houses are to be by "Appointment Only," with prospective purchasers scheduled at least 20 minutes apart. Large groups (4 people or more) of prospective buyers will not be permitted to congregate in the lobby.
3. A seller must arrange to have an escort in the lobby to meet prospective buyers and take them to and from the apartment. No potential buyers will be allowed to visit an apartment unescorted, and they will be turned away by doormen if an escort is not provided during an Open House event.
4. The superintendent and Managing Agent must be given three days written notice of an upcoming Open House event. Failure to comply with this rule will result in denying access into the building.
5. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Board or the Managing Agent.

D3. ACCESS TO APARTMENTS

1. During any prolonged absence, the superintendent/doorman should be notified so that, in the event of an emergency, access to the shareholder's apartment may be coordinated. Emergency numbers should be provided to the Managing Agent and doorman, both of whom may provide the appropriate form to be used.
2. Each resident should supply the superintendent and the doorman with the names of all persons for whom permission is granted to enter the resident's apartment in the resident's absence. Unauthorized visitors will not be permitted access to an apartment in the absence of the resident.
3. Each resident shall leave with the superintendent a key or keys to the resident's apartment. If this rule is not observed and it becomes necessary for any reason to break into an apartment, the resident shall be liable for all damages to and, if necessary, the replacement of the door. Such cost shall be billed as additional rent (maintenance).
4. In the event access to the apartment by the exterminator or building personnel is requested or required by resident, a separate key shall be provided on such occasion and the emergency key shall remain undisturbed.

E. REPAIRS AND ALTERATIONS

1. The Barclay Plaza is responsible for maintaining the building structure and standard building equipment, including the common areas. The superintendent should be notified of areas needing repair.

2. In accordance with their proprietary lease each shareholder is responsible for the maintenance and repair of the shareholder's apartment.
3. No structural alteration shall be made in any apartment without the prior written consent of the Board of Directors and if approved then only in accordance with the Barclay Plaza's prevailing alteration policy. Requests for such alterations must be based on plans prepared by a licensed architect or licensed engineer and submitted to the Managing Agent. No alteration of any type shall be made to any portion of the building facade by any resident.
4. All contractors shall be licensed and carry such insurance as shall be required by the Board of Directors.
5. No construction or repair work or other installation shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00 AM and 4:00 PM.
6. In the event that a contractor files a lien against the Barclay Plaza and a shareholder fails to promptly take steps to have the lien removed of record, the Board of Directors may bill the shareholder for the cost of removal or payment as additional rent (maintenance).
7. Every contractor upon entering the building must sign in with the doorman and superintendent and wear a tag identifying himself/herself by name and company name. Tags will be provided by the doormen.
8. When renovations are planned, residents are asked to give at least one (1) week's written notice to immediate neighbors of the period of time during which they can expect noise and disruptions.

F. BUILDING FACILITIES AND SERVICES

F1. Packages

1. The package room is located in the building lobby. It has been approved to serve as a temporary holding area for dry cleaning, laundry, and small package deliveries received by the doormen. Residents of the building or their designees must be aware of pending deliveries and pick up items left in the package room in a timely fashion. The Barclay Plaza and its employees assume no responsibility for any item left in the package room.
2. Building staff is not responsible for bringing packages to your door. The Barclay Plaza is not responsible for any packages delivered to the building. No large deliveries will be accepted for a resident (or occupant of an apartment) unless such resident (or occupant) has made prior arrangements with the building staff. All such large deliveries shall be made through the service entrance of the building. The Barclay Plaza shall not be responsible for any packages or articles left with or entrusted to, or delivered to and received by an employee of the Cooperative Corporation.

3. Doormen will make every effort to notify residents of perishable items which have been delivered. However, it is incumbent on the resident to notify doormen of any expected delivery of perishable or refrigerated items such as pharmaceuticals, food items, flowers, etc. It is the responsibility of the resident, who is expecting a delivery of a perishable item, and who will not be available to pick up the item, to make alternate arrangements to avoid possible spoilage. The Barclay Plaza is not equipped to handle perishable items and will not be responsible for spoilage of either unclaimed or untimely claimed packages.

F2. Large Packages

1. All large packages that do not fit in the package room will be stored in a locked room that is located in the basement. Please arrange to retrieve your packages during the hours of 7:30 AM to 4:30 PM, Monday through Sunday, when a Barclay staff person can unlock the door for you. Please note that package retrieval is only possible during these hours.

2. Because the volume of home deliveries has increased greatly and building storage space is limited, residents should make every effort to retrieve packages in a timely fashion. Packages should not be left in the package room beyond 48 hours.

3. In addition to the increased volume of packages delivered, there has also been an increase in the variety of items that can be ordered and shipped for home delivery. The staff cannot always handle these deliveries, specifically those weighing over 50 pounds or are oversized and/or cumbersome (car tires, shower doors, large-screen TVs, for example). When ordering these over-sized items, the resident should make arrangements for someone to be home to receive them. If no one is home and the doorman cannot handle the package, he will have the option to refuse the delivery.

F3. Registered letters

1. Certified and registered mails are often delivered to Barclay Plaza requiring a signed receipt. If you would like the doorman to sign for these in your absence, you will need to complete an authorization form. Please note that without authorization, the doorman will call you should a signature be required, but if you are not at home, he will be unable to accept any of the above referenced items.

F4. Laundry Room

1. The laundry room is located in the basement level of the building. The laundry room is open 24 hours, seven days a week. The machines are card operated and maintained by a third-party vendor. New cards may be obtained from the vending machine or from the laundry room vendor's online website. Problems with washing machines, dryers or card machines should be reported to the doorman. Loss of funds should be reported to the laundry room vendor.

2. Residents are requested to be considerate of others when using the laundry room. No more than 4 washers and 4 dryers may be used during a single laundry room visit.
3. The laundry room is an amenity provided to the residents of the Barclay Plaza only. It cannot be used by outsiders.
4. The laundry room cannot be used by residents or outsiders for profit. It is to be used for the sole purpose of washing/drying articles belonging to the residents only of the Barclay Plaza.
5. Laundry baskets are furnished for use only in the laundry room and may not be removed from the laundry room.
6. Children or dirty laundry should not be placed on the laundry tables or in the baskets.
7. The washing and drying machines in the laundry room shall be used in accordance with the posted instructions, using high efficiency detergent as noted, and no dye or similar foreign substances shall be used therein.
8. When transporting bleach, detergent, etc., please make sure caps are tightly closed. Please report any spills to the doorman or a porter as soon as possible. Spilled liquids should be gently blotted to pick up excess and plain water should be used to clean up spills as best as possible.
9. The laundry room and its facilities are solely for the use of the building residents and may not be utilized by persons from outside the building or for profit.
10. Clothes must be removed promptly after completion of the washing and drying cycles.
11. Empty soapboxes, bottles, and other litter must be put into the trash can and not left on the machines or strewn around the laundry room.
12. All machines must be left clean. If possible, lint in dryers should be removed after every use. The utility sink must be used only for laundry and cleaning related purposes.
13. Eating, drinking and smoking in the laundry room is strictly prohibited.
14. Fiberglass materials may not be washed or dried in the laundry room machines.
15. Clothing with fecal matter or other bodily fluids must be thoroughly rinsed in the apartment before washed in the laundry room.
16. No clothes washer or clothes drying machines are permitted in any apartment.

F5. Exterminating Service

1. The Barclay Plaza has a contract with an exterminator who services the building every month. Residents who require this no-cost service should check with the doorman for the monthly schedule and coordinate a visit. Every effort must be made to ready the premises for the exterminator's visit by clearing the areas to be sprayed and ensuring access to the apartment is ready when scheduled.

F6. Parking Garage

1. There are substantially fewer parking spaces in the building than there are apartments. Spaces are reassigned as they become available. Spaces are rented for a monthly fee on a month-to-month basis.

2. Residents who want to rent a garage spot shall advise the Managing Agent to add their name to the waiting list.

3. A remote control device must be used to open and close the door leading to the garage. Garage residents must purchase a remote control from the superintendent.

4. Garage resident must abide by the following rules:

Incoming cars have the "Right of Way."

The speed limit is 5 mph inside the garage and while entering and exiting the garage.

When entering or exiting the garage, please wait for the garage door to close completely before reactivating the door. Pushing the remote control while the door is going up or down may result in the breaking of the door mechanism.

Residents will be charged for the cost of repair as additional rent/maintenance.

5. Garage residents are solely responsible for any damage they may cause to other vehicles.

6. Only vehicles may be parked in the garage. Only one (1) vehicle may be stored in a given space.

7. Vehicles must have license plates and current registration and inspection stickers.

8. Vehicles may not be stored in the garage. The Board of Directors reserves the right to recover a parking space where it has been determined that a vehicle is not regularly being used by a resident.

9. There is a waiting list for garage parking spaces and storage bins at the Barclay Plaza, which are both amenities. The Board of Directors has determined that the right of any shareholder-lessee to be able to lease or to continue to lease a parking space or a storage bin is a privilege and not a right and should only be accorded to shareholders-lessees who are in good standing. The Board of Directors reserves the right to terminate the parking

space and/or storage bin privileges of any shareholder-lessee who is either (i) in default under any monetary obligations under their proprietary lease in a sum equal to or exceeding the equivalent of two (2) months prevailing maintenance charges or (ii) in default of any non-monetary obligation of their proprietary lease beyond any applicable cure period provided for in said proprietary lease.

F7. Television and Cable Services

1. The building maintains a master antenna system to which individual sets may be connected at the resident's expense. Cable companies who provide service to the building may be contacted to provide cable service at the resident's expense.

F8. Bicycle Room

1. One (1) room located in the basement of the building is designated for the storage of bicycles. This room is locked at all times. Residents who wish to store bicycles in this room must complete a "Bike Registration Form" and have the bicycle tagged by the superintendent. Once the resident has completed the necessary registration and tagging of the bicycle, the resident may obtain a key to the room from the superintendent. There is a monthly fee for bike storage.

2. In order to protect the common areas, bicycles should be stored in the bicycle room. Bicycles must be taken in and out of the building through the basement entrances and not through the lobby.

3. The Barclay Plaza will not be liable for loss or damage to bicycles that residents place in the bicycle room.

4. Only bicycles are to be stored in the bicycle room.

F9. Storage Lockers

1. Storage lockers are available for a monthly fee. Due to limited availability residents wishing to secure a storage locker should contact the Managing Agent and request to be added to a storage locker wait list.

2. The Barclay Plaza maintains a list of proscribed items that cannot be placed in a storage locker.

F10. Barclay Plaza Library

1. The Barclay Plaza Library is located in the basement. The use of the library is based on an honor system. Simply take a book and return it after you have read it.

2. If you would like to donate a book, place a Barclay Plaza sticker, available in an envelope at the side of the bookcase, on the front of the book.
3. Do not donate textbooks, magazines or catalogs.

F11. Mail

1. Mail is delivered by the post office to mailboxes located on the main floor. Residents are given keys to their mailboxes. It is suggested that extra copies of the mailbox key be made and kept in a safe place. If keys are lost or if a lock is broken, the doorman should be notified. The superintendent will make arrangements for the new lock or the repair to be done at the resident's expense as additional rent (maintenance).
2. An open (unlocked) mail box should be reported to the doorman.
3. If mail for another resident is delivered to your mailbox in error, please either return the mail to the resident for whom the mail was intended or give it to the doorman. Do not leave mail unsecured by the mailboxes.
4. If you plan to be away for an extended period of time, you should inform the Post Office to hold your mail or make arrangements for someone (other than building staff) to collect and hold your mail.

F12. Newspaper Deliveries

1. Doormen will give access to recognized newspaper delivery persons. If you are going to be away, either contact your carrier and request they terminate service during your absence or arrange for someone to pick up your paper. Newspapers left overnight will be disposed of.

G. POLICIES AND PROCEDURES

G1. Refinancing

1. Shareholders **MUST** obtain approval of the Board of Directors when refinancing the shareholder's apartment. To obtain a refinancing packet, contact the Managing Agent.
2. The completed refinance application must be submitted to the Managing Agent for the Board of Directors' review.

G2. Subletting

1. New shareholders cannot sublet for the first three (3) years of ownership.

2. All sublets are at the discretion of the Board of Directors and if approved must be for both a minimum and maximum one (1) year term. Subject to further Board of Directors approval, a sublet may be extended for a maximum of one (1) additional year.
3. The maximum term for all sublets is two (2) years for the entire term of a shareholder's ownership.
4. Before any sublet can be considered, the shareholder must submit to the Board of Directors a written request for subletting, stating the reason subletting would be necessary.
5. Shareholders must enclose the proposed sublease agreement with their sublet request.
6. All prospective sub-tenants must be interviewed by the Board of Directors and must authorize criminal background, financial and credit reference checks.
7. All subletting is subject to the written approval of the Board of Directors.
8. The monthly fee for subletting is equal to one-third the monthly maintenance, commencing the first of the month of subletting, even if the sublease commences after the first of the month. This fee will be billed on the shareholder's monthly maintenance statement and be deemed additional rent (maintenance).
9. The use of apartments for Airbnb or any other site for short or long term rental is strictly prohibited.

G3. Insurance

1. The Barclay Plaza carries insurance to protect the building structure and public areas from loss or damage due to fire. This insurance does not cover the personal property or liability of an individual shareholder within their apartment. Shareholders are required to obtain homeowner/tenant insurance (commonly referred to as co-op owners insurance) that protects the individual shareholder from loss or damage resulting from fire, flood, theft, and protection for personal liability to third parties. For example, if a shareholder's bathtub overflows and causes damage to another apartment or if a guest falls and is injured inside the shareholder's apartment, the shareholder may be personally liable unless covered by shareholder's own, privately held insurance policy.
2. Individual shareholders must send a copy of their current insurance policy to the Managing Agent. Proof of insurance should be submitted along with the annual window guard form (see below). Submit the DEC sheet of the insurance policy, redacting any information that you might deem personal.
3. All policies should name 110-20 71st Road Apartments, Inc. as additional insured.

G4. Window Guards

1. The City of New York requires that window guards be installed in apartments, including bathrooms, where children ten (10) years or younger reside.
2. The Barclay Plaza will provide the appropriate window guards.
3. Any other resident wishing to have window guards installed may make a request, in writing, to the Managing Agent. Any shareholder who has a tenant-occupied apartment must notify the tenant of this regulation.
4. All residents are required, by the City of New York, to complete an annual window guard form, even if they do not require window guards in their apartment or have already had them installed. This form is distributed by the Managing Agent on an annual basis.

G5. Window Maintenance

1. Shareholders are responsible for the cleaning and maintenance of the windows in their apartment. If window repairs are necessary, please contact the superintendent. Damage or breakage caused by negligence on the part of the resident is not the responsibility of the Barclay Plaza. While the Barclay Plaza will repair such damage or breakages, the cost therefore will be billed to a shareholder as additional rent (maintenance).

G6. Lead Paint

1. New York City Law requires that residents complete an annual Lead Paint Form (this form has been combined with the Window Guard Form). If you do not return this form, the Managing Agent is required to visit your apartment to determine if children age 6 years or younger live in your apartment.
2. Furthermore, a completed lead paint form is required from the seller, at the time of closing, on all apartment sales. Any professional painter doing work in the building must be lead-paint certified.

G7. Smoking /Carbon Monoxide Detectors

1. By law, SMOKING IS STRICTLY PROHIBITED in any common area of the building. This includes hallways, stairwells, the garage, elevators, the laundry room, lobby, garden, and all pathways. Outside areas such as on the ramp under entrance canopy on balconies or on the roof must not be used as smoking areas.
2. Cigarettes and all other lighted materials should never be placed down the compactor chutes or thrown out of windows. It is suggested that smokers purchase smoke-eaters or air purifiers and to install weather stripping on their apartment entrance doors to avoid having smoke emanate into other apartments or common areas.

3. Although smoking is permitted within apartments, residents should be mindful not to smoke in any manner which adversely impacts neighbors.

4. New York City law requires that smoke and carbon monoxide detectors be installed in all residential apartments. The maintenance of the smoke/carbon monoxide detectors in each apartment is the responsibility of the resident. If there is not a smoke/carbon monoxide detector in an Apartment new residents are required by law to install smoke/carbon monoxide detectors. Batteries should be checked periodically to make sure that the smoke/carbon monoxide detectors are functioning properly. It is recommended that residents change the batteries every six months. It is a good idea to change the batteries when the clocks are changed to/from daylight saving time.

G8. Property Damage

1. Anyone who causes damage to the interior or exterior of the building or grounds of the Barclay Plaza, may be subject to legal action as well as for a claim for damages.

G9. Pets

1. The Barclay Plaza has a strict no pet policy. No bird, dog, cat, or any other type of animal shall be kept or harbored in an apartment, or in any other public area of the building.

2. Pursuant to Disability Law the Board of Director will reasonably consider a request for a variance of this policy.

G10. HVAC Equipment

1. The use of electric or gas heaters in the apartments is strictly prohibited.

2. No ventilators shall be installed in any apartment or used in or about the building, except such as shall have been expressly approved in writing by the Board or Managing Agent; nor shall anything be projected out of any window of the building without similar approval.

G11. Garden Landscaping

1. Residents are not allowed to cut any flowers from the garden or modify garden areas in any way.

2. There is no sun bathing or lounging on grassy areas surrounding the building.

3. Feeding of squirrels, birds, and any other animals is prohibited.

4. Children are not permitted to play in any of the garden areas.

H. NOTICES AND COMMUNICATIONS

H1. Maintenance Bills

1. Maintenance bills are placed under the resident's apartment door. These bills can be paid by check or by electronic options to the extent made available by the Management Agent.

H2. Building Link

1. The Barclay Plaza uses Building Link an internet system for communication. With Building Link, you can see if the doorman is holding a delivery for you by checking the computer monitors located in the mailbox areas of the lobby. If you have access to a computer, tablet or smartphone and have signed up to use the Building Link website, you can also receive emails about these deliveries. If a resident has not signed up but would like to, please see the doorman for a Building Link form.

2. In addition to package notification, Building Link connects residents to building staff, management, friends and neighbors. It is an online community for Barclay Plaza where residents can:

- Submit service requests to the building staff.
- Receive notices from the Board and Management.
- Post information to each other, such as items for sale, items wanted, information needed, etc.
- Access building documents and forms. Currently you will find on Building Link the following documents and forms:

- The Barclay Plaza House Rules
- Alteration Agreement
- Move-In/Move-Out Agreement
- Parking Agreement
- Purchase Application
- Refinance Application
- Storage Bin Application
- Sublease Application
- Board of Directors list
- Building Staff list

3. Additionally, the Building Link system has an Emergency Broadcast System that can direct dial all residents at home, office, or on their cell phone numbers in the event of an

emergency. It is each resident's responsibility to provide your contact numbers to management to be activated in this system.

4. It is prohibited to use Building Link to sell or advertise professional products and/or services.

H3. Bulletin Boards

1. In order to keep all residents informed of important events affecting the Barclay Plaza a bulletin board is located in the building lobby, adjacent to the mailbox areas, and outside basement elevators. Only those notices authorized by the Board or Management may be posted on these bulletin boards.

2. Personal notices may be posted by residents and shareholders on the bulletin board that is located in the laundry room or on Building Link. Residents should remove notices placed in the laundry room when the need for such notice no longer exists.

3. Posting personal notices in other areas of the building is strictly prohibited and such notices will be removed. No derogatory notices may be posted.

I. BALCONIES/PATIOS

I1. General Information

1. No surfaces of the floor, walls, ceilings, railings, or doors of the balconies or patios may be painted, coated, and/or decorated in any fashion. Hanging plants on railings or hanging planters supported by the railings is strictly prohibited. Penetration of surfaces in an attempt to hang or install any object therefrom is prohibited.

2. Balconies, patios and railings shall not be enclosed. For example, screening or netting of any kind is prohibited.

3. No object shall be hung from or installed on the walls or ceilings of the balconies or adjacent building walls of patios.

4. No floor coverings of any kind shall be placed on the balcony or patio floors, including but not limited to carpeting, astro-turf, tiles, pavers, wood decking, paint and cementitious materials.

5. Balcony railings or surfaces may be cleaned using a mop or soft-bristled brush with either a mild dish detergent, or with Trisodium Phosphate (TSP).

6. Residents are required to maintain their balconies in a neat and orderly condition and shall not use the balconies as a storage space for any objects other than furniture

manufactured for use in the outdoors. Storage and use of toys and bicycles on the balconies or patios is prohibited.

7. No objects including, without limitation, appliances such as refrigerators or freezers shall be stored on the balconies or patios.

8. Any type of fencing or any form of sheds are prohibited on balconies and patios. Storage boxes are also prohibited unless they are used to protect patio furniture.

9. In order to prevent staining of the exterior envelope of the building all furniture used on the balconies and patios must be fabricated solely of material that is rust proof.

10. Furniture used on the balconies and patios shall not be permanently installed.

11. Furniture used on the balconies or patios should have smooth bottoms. Legs of chairs and/or tables with points or pointy ends are prohibited unless furniture "coasters" are attached to such legs to provide a smooth surface in contact with the deck surface. If a question arises about whether these objects will make impressions in the deck surface, furniture coasters under all legs will be required.

12. No radio or TV aerials, antennas, or satellite dishes shall be erected or placed on the patios, balconies or their railings.

13. No resident shall play or operate any musical instrument or sound-emitting devices on balconies or patios.

14. Absolutely nothing can be thrown from the balconies.

15. Barbecuing or cooking on the balconies or patios or on the roof is strictly prohibited by law.

16. Cigarettes, cigars and pipes cannot be extinguished on any surface of the balconies. Nor can they be left on these surfaces to burn out or throw them from balconies.

17. Feeding birds and animals from the balconies or patios is strictly prohibited.

18. No object shall be used within 2 ½ feet of the railing or suspended from the railing to keep birds from landing or nesting on the balconies, including without limitations pinwheels, plastic bags, and wind-propelled objects. Bird nesting or similar problems must be reported to the superintendent.

19. Heavy or sharp objects may not be dropped or dragged on the surfaces of the balconies.

20. No material or objects shall be placed on the top, the face, the bottom, or the sides of the existing vertical dividers between balcony sections. No decorations shall be placed on the dividers whatsoever. No holiday decorations of any kind shall be placed on the balconies or patios.

21. The use of snow and ice-melting chemicals, metal shovels, ice choppers, and ice picks on the balconies or patios is strictly prohibited.

22. Sun umbrellas shall not be placed on the balconies or patios unless properly secured against wind hazards.

23. No awnings are to be installed on balconies or patios.

24. The balcony or patios areas shall not be utilized for the drying of laundry.

25. All electrical fixtures and wiring on the balconies must comply with the Local Building Codes and all other existing laws and must be approved for outdoor use. Any proposed electrical installations must be approved in writing by the Board of Directors. Any proposal for any such installation shall be at the sole cost and expense of the resident and shall be deemed to be an alteration as governed by the proprietary lease.

26. Residents shall be responsible to prevent staining such as rust stains from air conditioner runoff water, on the balcony or patio surface.

I2. Plants and Planters

1. Plants shall occupy an area no greater than 10 percent of the floor area of the balconies or patios.

2. On rooftop patios, plants must be set back at least 1/3 of the depth of the deck from the curbing of the building. Plant growth must not exceed the 1/3 set back.

3. Planting medium shall consist of "light weight" soil (i.e. 1/3 garden soil, 1/3 peat moss, and 1/3 Perlite or Vermiculite).

4. All plant pots or boxes must have drainage holes to allow for water evaporation.

5. Planters must be self-contained units consisting of non-flammable light-weight materials. Fireproofed redwood or pine, lined with copper or lead, or fiberglass reinforced plastic, is preferable.

6. Pot saucers should be placed under all plant pots and boxes so that plant roots do not reach the deck surface of the balconies or patios and water is not spilled on the deck surfaces when plants are watered. Saucers or bases making contact with the deck must be smooth bottomed and not have feet.

7. Plant heights may not exceed the height of the railings of the balconies.
8. Plant boxes must be elevated by approved bases so that air may circulate under them.
9. Watering systems of any kind, including, but not limited to, sprinklers are prohibited.
10. Wind-driven soil and/or debris must be removed regularly and residents must not allow these materials to accumulate on the deck surface and act as a medium for the germination of wind driven seeds.
11. Nothing on the balconies, including, without limitation, planters and furniture, shall be permitted to block the legal means of egress from the balconies.
12. It shall be the responsibility of the resident, at their own cost, to move or remove any item from the balconies or patios, including, without limitation, planters, when requested to do so, when such items interfere with repairs to the building.
13. All planters shall be moveable to accommodate maintenance of the deck surface, as well as the perimeter walls and/or railings. All planters shall be constructed and maintained so as to be moveable by no more than two workmen.
14. If it becomes necessary for the Cooperative to gain access to any part of the balcony or patio areas that is blocked by a plant container, the Cooperative retains its right to move or relocate any such planter, and that such work will be performed at the sole cost and expense to the resident and be billed to the shareholder as additional rent (maintenance). The respective residents shall be fully responsible for all costs and expenses to repair any damage that may have been or that has been caused directly, or indirectly, by the presence of such planters.
15. The Cooperative reserves the right to withdraw permission to have any planters on the balcony or patio areas by written notice to the respective residents. It shall be the responsibility of the resident to remove any such planters at their own cost and expense.
16. The superintendent and/or the Managing Agent shall have the right to inspect all such planters. The Cooperative may also enlist the services of a professional engineer to determine the appropriateness of any particular planter, and the engineer's determination will be final. Any costs related to such an evaluation shall be the responsibility of the respective residents.

J. ENFORCEMENT OF HOUSE RULES

1. Complaints regarding the service of the building or observed violation of any house rules shall be made in writing to the Managing Agent.

2. These house rules shall be enforced uniformly and in a non-discriminatory manner. However there is no requirement that the Board of Directors simultaneously enforce a house rule against all violating residents. Failure to enforce any rule on any occasion shall not constitute a waiver or abrogation thereof.
3. These house rules shall be binding not only on the shareholder or resident, but also, where applicable, on their family, guests, servants, sub-tenants, and other occupants.
4. Neither the superintendent nor any employee of the Cooperative has any authority to modify these rules or to give any consent or approval that is required there under, unless expressly and explicitly stated in these Rules.
5. The Board of Directors has the right to enforce any of these policies by imposing various penalties, including administrative charges, fines, and appropriate legal action.
6. The Board of Directors has the right to amend the House Rules at anytime. In such event notice shall be given to residents.
7. A violation of any house rule shall also be a violation of the Proprietary Lease entered into for the apartment in which the violation has occurred.